

CONUS SUPPORT BASE SERVICES (CSBS)

ORDERING GUIDE



**Army Contracting Agency
Southern Region Contracting Center-East
Fort McPherson, Georgia**

**May 2007
Revision 1**

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CHAPTER 1

GENERAL INFORMATION

A. OVERVIEW: The CSBS contract is the primary IMCOM vehicle for the Installation Management Command (IMCOM) garrisons to obtain staff augmentation support services for non-governmental in nature (GIN) tasks that exceed organic capabilities. The Global War on Terrorism (GWOT) and Army Transformation have caused major surges related to Active Component (AC) deployment/redeployment and restationing, and Reserve Component (RC) mobilization/demobilization and medical holdover (MHO) support. The CSBS contract is designed to provide these garrison augmentation services through a flexible, Multiple Award Task Order Contract (MATOC) that obtains the needed support without creating excess capability. Services ordered through the CSBS MATOC will relieve military units and personnel from providing those non-GIN functions addressed in the 12 task areas of the contract.

B. PURPOSE: The CSBS Ordering Guide contains the information needed to properly use the CSBS MATOC to award a Task Order (TO) responsive to IMCOM's requirements. The Ordering Guide also describes the roles and responsibilities for managing the CSBS Task Orders, the steps for preparing a requirements package, guidance, oversight, and review and approval procedures.

C. APPLICABILITY: Use of the CSBS contracts is **mandatory** for all CONUS IMCOM Power Projection Platforms (PPPs), Power Support Platforms (PSPs) and Power Generation Platforms (PGPs). The Ordering Guide applies to all customers using the CSBS contract. The Ordering Offices located at the Power Projection Platforms, Power Support Platforms, Power Generation Platforms, and other CONUS installations are the primary IMCOM users of the Ordering Guide. The PPPs are major AC and designated RC installations that have the capability to house, train and deploy one or more AC or RC Brigade Combat Teams (BCTs) and or their combat support (CS) and combat service support (CSS) functional equivalents. PPPs may also serve as primary mobilization stations in all mobilization postures. The PSPs are AC or RC installations that have the capability to house, train, and deploy primarily CS and CSS units smaller than brigade size. PSPs are not normally used as primary mobilization stations during less than full mobilization posture. The Power Generation Platforms are major AC and RC installations that are normally designated as primary mobilization stations when mobilization posture is declared. The PPPs, PSPs, and PGPs identified for this acquisition are as follows:

Power Projection Platforms (PPPs)

Ft Bragg, NC
Ft Benning, GA
Ft Campbell, KY
Ft Carson, CO
Ft Drum, NY

Ft Hood, TX
Ft McCoy, WI

Ft Polk, LA
Ft Sill, OK
Ft Stewart, GA

Power Support Platforms (PSPs)

Ft Gordon, GA
Ft Knox, KY
Ft Leonard Wood, MO
Ft Sam Houston, TX
Ft Liggett/Camp Roberts, CA
Gowen Field, ID

Power Generation Platforms (PGPs)

Ft Bliss, TX
Ft Dix, NJ
Ft Lewis, WA
Ft Riley, KS
Camp Atterbury, IN
Camp Shelby, MS

Those garrisons without Garrison Support Units but with similar requirements may issue task orders against the CSBS MATOC on an “as needed” basis. In these cases, HQ IMCOM or ACA-SRCC-E must approve use of the contract.

D. SCOPE: The CSBS acquisition is a multiple award, Indefinite Delivery/Indefinite Quantity (ID/IQ) task order contract. The contract is structured for maximum flexibility in providing an expedited ordering process to satisfy the needs of our customer. There are 12 task areas that make up the CSBS contract. These tasks have been determined to be essential and critical to the mission.

The CSBS task areas are as follows:

- Task 1: Plans
- Task 2: Training
- Task 3: Mobilization

Task 4: Security
Task 5: Human Resources
Task 6: Finance
Task 7: Material Management and Supply
Task 8: Services
Task 9: Movements
Task 10: Equipment Readiness and Maintenance
Task 11: Billeting and Facilities
Task 12: Information Management

E. ORDERING PERIOD: The CSBS multiple award contract base period of performance is 1 July 2005 through 30 June 2006, with four one-year option periods. The option periods are as follows:

First Option Year: 1 July 2006 through 30 June 2007
Second Option Year: 1 July 2007 through 30 June 2008
Third Option Year: 1 July 2008 through 30 June 2009
Fourth Option Year: 1 July 2009 through 30 June 2010

Task orders may be issued during these periods by Ordering Offices as required.

F. PERIOD OF PERFORMANCE FOR TASK ORDERS: Performance under task orders or associated options may extend beyond the ordering period above. However, a task order may not have a period of performance that extends beyond 30 June 2015.

G. PROGRAM CEILING: The CSBS contract has a collective ceiling of \$1.3 billion that will be measured against all task order awarded over the five year contract life. The master ID/IQ contracts have a guaranteed minimum of \$10,000.00 for the base year only. There are no guaranteed minimums that apply to the option periods. Ordering activities should contact SRCC-E to verify remaining ceiling capacity.

H. AUTHORITY TO PLACE TASK ORDERS: All Army Contracting Offices supporting the requirements of the Installation Management Command activities are designated as Ordering Offices and are authorized to place orders against the CSBS contracts. Questions regarding organizations authorized to place orders against these contracts should be directed to the Procuring Contracting Officer, Mr. Jesse R. Watkins, located at the Army Contracting Agency Southern Region Contracting Center-East, (ACA-SRCC-E) (404) 464-0918, DSN prefix 367, email: watkinsj@forscom.army.mil.

CHAPTER 2

ROLES AND RESPONSIBILITIES

A. ARMY CONTRACTING AGENCY SOUTHERN REGION CONTRACTING CENTER, EAST (ACA-SRCC-E): The ACA-SRCC-E is the designated Regional Center for the CSBS acquisition. ACA-SRCC-E developed the Acquisition Strategy, obtained approval from the Deputy Assistant Secretary of the Army (Policy and Procurement), and awarded the CSBS contracts. The Contracting Officer at the ACA-SRCC-E is responsible for the administration of the CSBS master contracts and the following:

- Serving as point of contact for CSBS customers
- Providing information regarding the services available under the contracts
- Providing the administrative procedures for placing orders, contract administration and issuing contract modifications to the master contracts
- Establishing and maintaining central contract files and databases, as appropriate
- Reviewing and approving requests for Delegation of Contract Authority
- Providing advice and guidance to Ordering Offices as appropriate
- Gathering semi-annual usage data from the field and reporting to the Deputy Assistant Secretary of the Army Policy and Procurement (DASA P&P)
- Tracking and reporting contract level metrics

B. ARMY CONTRACTING AGENCY SOUTHERN REGION (ACASR), PRINCIPAL ASSISTANT RESPONSIBLE FOR CONTRACTING (PARC): The ACASR PARC is responsible for review and approval, overall guidance and oversight of all task orders and procedures in accordance with acquisition regulations and the designated thresholds as outlined in Chapter 5, Paragraph A, of the Ordering Guide. The PARC Office is responsible for the following:

- Contracting Authority and Agency lead
- Reviewing, processing and providing approvals and guidance for task orders
- Simplifying, standardizing and streamlining the process
- Analyzing the adequacy of tools and training
- Sharing lessons learned

- Disseminating ACA Policy and implementing Southern Region procedures
- Ensuring competition
- Monitoring the CSBS ceiling

C. TASK ORDER OMBUDSMAN: The ombudsman is a senior agency official at the ACASR who is independent of the Contracting Officer. The role of the ombudsman is to:

- Review concerns and complaints from contractors
- Ensure contractors are afforded a fair opportunity to be considered
- Render responses to concerns and complaints from contractors
- Require the Contracting Officer to take corrective action, which may result in re-competition of the task order, if fair opportunity was not provided to all offerors

If the contracting officer does not agree with the Ombudsman, the matter will be decided by the ACASR PARC.

D. CUSTOMER: The Installation Management Command is our customer which includes the IMCOM PPPs, PSPs, and PGPs. Additional sites may be added or deleted during the term of the contract due to the ever-changing nature of the CSBS mission. The customer (IMCOM garrisons and HQ IMCOM) is responsible for the following:

- Coordinating all of the activities involved in the task order and ensuring a point of contact at each PPP, PSP and PGP is identified.
- Reviewing installation requirements, to ensure the requirements are within scope of the CSBS contract. (HQ IMCOM)
- Approving and funding Task Order requirements (HQ IMCOM)
- Articulating and developing their CSBS requirements (Garrison)
- Ensuring that accounting for Contractor Manpower Reporting requirements is a part of the Performance Work Statement (Garrison)
- Determining the appropriate functional areas based on the predominance of work to be performed (Garrison)
- Ensuring the use of performance based statements of work and performance measures when appropriate (Garrison)

- Providing technical support in task order proposal evaluation (Garrison)
- Monitoring, evaluating, and documenting the contractor's performance (Garrison)
- Inspecting and accepting task order deliverables (Garrison)
- Reviewing program metrics for delivery and quality of services (Garrison)
- Certifying invoices to ensure contractors are paid promptly and correctly (Garrison)
- Submitting a semi-annual report to ACA-SRCC-E regarding contractor performance and ceiling usage (Garrison)

E. ORDERING OFFICES: The Ordering Offices for the CSBS requirements are responsible for the following:

- Serving as the local contracting focal point for coordination and awarding task orders for the individual installation PPP, PSP or PGP customers. Providing information and assistance to customers regarding the services available under the CSBS contracts and the administrative procedures for placing orders
- Receiving, reviewing and processing all requests for services received from their individual installation PPP, PSP or PGP customers
- Ensuring that the customer's request is within the CSBS contract scope
- Ensuring that the Contractor Manpower Reporting requirement is a part of the service acquisition requirements package and that the requirement is included in the PWS of the resultant task order
- Ensuring that the requirement to monitor the contractor's reporting of the required information obtained for the Contractor Manpower Reporting is included in the Contracting Officer's Representative appointment letter
- Complying with the fair opportunity for consideration requirement and competing all task orders among the seven CSBS contractors
- Ensuring that Quality Assurance Surveillance Plans and appropriate metrics are provided with each order request
- Coordinating task order requests with the PARC or ACA-SRCC-E points of contacts as required, and obtaining approvals prior to execution
- Preparing a Performance Assessment Report as required

F. CONTRACTORS: The CSBS prime contractors are as follows: Eagle Support Services Corporation, The Logistics Company, Automation Precision Technology, Omega Training Group, Inc, Eagle Systems and Services, Logistics Solutions Group and Strategic Resources, Inc. These seven contractors are all highly and technically qualified and have satisfied the full competitive and past performance requirements of the basic CSBS award process. Additionally, at the time of award of the master contract, the seven CSBS prime contractors were classified as small business concerns. The contractors are responsible for the following:

- Submitting Quarterly Progress Reports to ACA-SRCC- E that cover task orders and contract status as specified in the master contracts
- Ensuring that performance and deliverables meet the requirements set forth in the master contracts and individual task orders. Performing work and providing the services in accordance with the terms and conditions of the Task order and prescribed levels of quality control
- Segregating cost data by task order, and within each task order pursuant to the terms of the task order
- Submitting a proposal in accordance with the request from the Ordering Office
- Collecting and reporting data for the Contractor Manpower Reporting requirement (See Chapter 3, Paragraph K)

CHAPTER 3

THE REQUIREMENTS PROCESS AND PLACING ORDERS

A. ACQUISITION PLANNING: An Acquisition Strategy was reviewed and approved at the CSBS basic contract level. Therefore, this document is not required at the task order level. However, an informal mini acquisition strategy is strongly recommended to capture the acquisition approach that will be employed for the Task Order and to document relevant information (e.g., Approval of Services, use of Government Property, etc). The Task Order mini Acquisition Strategy may also be used as a checklist to ensure acquisition requirements have been addressed. A sample of a Task Order mini Acquisition Strategy is provided at Attachment 1.

Each Ordering Office will develop an Acquisition Plan for all task orders awarded under the CSBS MATOC. Review of Acquisition Plans shall be per the following thresholds:

ACA Directorates of Contracting	threshold established by PARC for DOCS
ACA Acquisition Centers	\$10M (inclusive of options)

The sample acquisition strategy may also serve as a sample acquisition plan.

B. PERFORMANCE BASE WORK STATEMENT (PWS): The PWS will be performance-based and should identify the customer's needs and address those needs with statements describing the required services in terms of output. The requirements should be stated in clear, concise, easily understood and measurable terms. Detailed procedures should not be included that dictate how the work is to be accomplished; rather, the requirements should allow the contractor the latitude to work in a manner suited for innovation and creativity. At a minimum, the performance work statement should address the work to be performed, location of the work, period of performance, delivery schedule, applicable standards, acceptable criteria, and any special requirements (i.e., security clearances, travel, reports, unique or professional qualifications, special knowledge, etc). See FAR 37.6 for additional requirements for Performance-Based Contracting.

C. FUNDING: Annual funding for initial or option year periods for CSBS task orders will be forecast by the using Garrisons and submitted to HQ IMCOM Office of Resource Management (RM) as part of the budget process. The funds will then be allocated to the Garrisons in their annual or periodic targets by HQ IMCOM RM once released by Army Budget Office (ABO). **There is not a pool of money specifically for CSBS task orders maintained at HQ IMCOM.** Local fund managers must protect task order dollars at their level once received as described above. The process of task order review and validation by Region HQ still stands, as does the Secretary of the Army's imposed service contract

approval process, unless and until rescinded. Approval by DCG IMCOM pursuant to the Secretary of the Army's directive constitutes authority to purchase the task order.

CSBS task orders may be developed by agencies outside IMCOM provided those agencies use their own funding.

D. FAIR OPPORTUNITY: In accordance with FAR 16.505(b), Ordering, the Contracting Officer must provide each CSBS contractor a fair opportunity to be considered for each task order exceeding \$2,500, except as provided for at FAR 16.505(b)(2). Pursuant to DFARS 216.505-70, Orders Under Multiple Award Contracts, each order exceeding \$100,000 shall be placed on a competitive basis in accordance with paragraph DFARS 216.505-70(c), unless this requirement is waived on the basis of a justification that is prepared and approved in accordance with FAR 8.405-6 and includes a written determination that--

- (1) A statute expressly authorizes or requires that the purchase be made from a specified source; or
- (2) One of the circumstances described at FAR 16.505(b)(2)(i) through (iv) applies to the order. Follow the procedures at [PGI 216.505-70](#) if FAR 16.505(b)(2)(ii) or (iii) is deemed to apply.

The competition requirements in FAR Part 6 and the policies in FAR Subpart 15.3 **DO NOT APPLY** to the ordering process.

The Contracting Officer at the Ordering Office will:

- Provide a fair notice of the intent to make the purchase, including a description of the work the contractor shall perform and the basis upon which the selection decision will be made to all CSBS contractors (to satisfy this requirement, the Ordering Office is allowed to provide an email to all CSBS contractors notifying them of the requirement and request a response if the contractor is interested in submitting a proposal or quote);
- Afford all CSBS contractors responding to the notice a fair opportunity to submit an offer and have that offer fairly considered;
- Consider price and cost under each order as one of the factors in the selection decision;
- Keep contractor submission requirements to a minimum;
- Use streamlined procedures, including oral presentations; and,
- Consider only past performance on earlier task orders under the CSBS master contracts if available. Past performance considerations may include the contractor's performance regarding quality, timeliness, and cost control.

E. ORDERING PROCEDURES: When ordering services over \$100,000, the Ordering Office placing task orders will follow the policies and procedures in the Defense Federal Acquisition Regulation Supplement (DFARS) 216.505-70, Orders for Services under Multiple Award Contracts. DFARS 216.505-70 procedures take precedence over all other ordering procedures.

Task orders issued under the CSBS MATOC will be issued by the Ordering Office supporting the Garrison. The Garrison unit will submit a complete Performance Based Work Statement to the Contracting Officer at the local Ordering Office along with an Independent Government Estimate and other documents outlined in Chapter 5, Paragraph A, and a fully approved funding document that is allocated for the required services.

F. MINIMUM ORDER: If the Government requires supplies and services covered by this contract in an amount less than \$100,000, the Government is not obligated to purchase, nor is the contractor obligated to furnish those supplies or services under the contract.

G. REQUEST FOR TASK ORDER RESPONSE (TOR): The Task Order Contracting Officer may solicit responses to requirements from CSBS contractors in written or verbal forms. The nature of the requirements and detail of the response required may serve as guides to determine which medium is most appropriate. For example, urgent requirements that can clearly be articulated verbally may be solicited orally.

A Request for Task Order Response (TOR) (see sample at Attachment 2), request for quote or other communication tool should be prepared and issued for each task order requirement conveyed in writing. The TOR and supporting documents should clearly define:

- the requirement (see the Performance Work Statement section of this Chapter;
- the anticipated task order type;
- instructions for completing of submissions in response to the request and order placement procedures that will be employed;
- additional clauses/provisions unique to the task order;
- period of performance and CLIN structure instructions;
- the order placement procedures defining the method in which the task order award will be made; and,
- the basis of award that will be used to select a contractor, as well as criteria that will form the award decision.

The preferred task order type is firm-fixed-price. In the event that it is not possible to accurately estimate the extent or the duration of the work to be performed with any reasonable degree of confidence, a determination may be made by the Ordering Office Contracting Officer to use a task order type more appropriate for the situation. Contracting Officers are encouraged to review the limitations for use of other than fixed price task order types and to ensure adequate surveillance and contract administration is

available to support the contract type selected. When selecting the contract type, consider the contract administration requirements and ensure the contract administration team is capable of executing required administration requirements.

The contracting officer may exercise broad discretion in developing the most appropriate order placement procedures. Formal evaluation plans or scoring of quotes or offers are **not** appropriate for orders competed under the CSBS MATOC. Ordering Contracting Officers should consider the nature of the requirement, the value of the requirement, the duration of the requirement, existing information (e.g., past performance information, existing quality control plans, etc), and the extent of information requested when determining the order placement approach, submission requirements and response time. When best-value trade-off approaches are contemplated, the Ordering Office Contracting Officer should consider what is being traded off. For example, for requirements that are routine in nature but require considerable management emphasis to ensure effective and efficient operation under time and fiscal constraints, the Government might consider a trade-off between price and management approach. In this situation the evaluation criteria might look like the following:

The Government will evaluate responses to the TOR considering the following criteria which is listed in descending order of importance. The Government will not rate or rank responses received, but will select the response that provides the best value to the Government. The contractor's technical approach must satisfy all requirements of the PWS. The contractor's management approach must consider the operational and fiscal environment and provide a response that reasonably improves the Government's ability to meet mission support requirements. When otherwise successful proposals are received, the Government will conduct a trade-off between the contractors' management approach and price to determine the task order awardee. The response selected will be that response that provides the best overall value to the Government. The benefits of higher valued management approaches must justify the price proposed.

- *Management Approach*
 - o *Management Approach considering the ability to manage contractor support in light of operational conditions and constraints*
 - o *Personnel Staffing considering qualifications of personnel proposed and the ability to recruit, retain and cross-utilize personnel to meet mission requirements*
 - o *Surge (upward and downward) Approach considering the ability to adjust to mission support requirements with minimal impact on technical ability, staffing and cost to the Government*
- *Technical Approach*
 - o *Approach to satisfy PWS requirements*
 - o *Quality Control Plan*
- *Price – Fairness and reasonableness of price*

The Ordering Office Contracting officer should keep submission requirements to a minimum. Oral task order responses may be considered. Ordering Offices should strive to minimize the contractor's proposal costs associated with responding to requests for

specific task orders. Streamlined evaluation approaches are encouraged. Information from offerors should be tailored to the evaluation criteria and should be sufficient to conduct the evaluation.

The basis of award may range from lowest price, to variations of best value (e.g., Lowest Price Technically Acceptable (LPTA), Best Value Trade-Off, etc). Choose the approach that best suits your requirement. Several examples are provided at Attachment 3. The task order evaluation factors should be developed by the applicable Ordering Office and coordinated with the PPP/PSP/PGP technical representative. The evaluation factors may vary from one requirement to another and should be tailored to satisfy the unique aspects of each requirement.

Past Performance should be limited to past performance information of previous CSBS task orders where possible. See AFARS 5116.5(4) which in part reads that “Requests for contractor submission of past performance information with proposal submission under Multiple Awards Task Order Contracts shall be eliminated.”

FAR Part 15 does not apply to the CSBS MATOC ordering process. Therefore, formal evaluation procedures and competitive range decisions are not applicable. The Comptroller General has held that if you use FAR Part 15-type procedures for an acquisition, the Comptroller General will review any inquiries as if it were a Part 15-type acquisition. Further, there have been hints that protests may be considered in the future for FAR Part 16 actions due to the volume of task order awards and the nature in which the Government has been soliciting requirements.

H. CHANGES IN TEAM MEMBERS/SUBCONTRACTORS:

The contractor may not add any team members to the contractor’s team without prior authorization to do so. When subcontractors are approved, their services shall be provided within the labor categories and at no more than the labor rates included in the basic contract. The contractor shall advise the PCO of team member deletions as they occur.

Contractors are permitted to add team members as required to meet the unique requirements of task orders being competed by individual ordering offices. These actions are viewed as single events. The Task Order Contracting Officer is responsible for implementing the requirements of FAR 52.244-2, when the addition is at the task order level and the contractor does not have an approved purchasing system. Changes to team composition that impact more than one task order shall be executed at the prime contract (vice task order) level. Request to modify team composition may be submitted to the PCO at anytime.

I. SELECTION OF CONTRACTOR AND DOCUMENTATION TO SUPPORT TASK ORDER AWARD:

The evaluation team designated by the Task Order Contracting Officer will evaluate the proposals submitted in accordance with the evaluation criteria set forth in the TOR and determine which contractor has submitted the “best value” offer. The evaluation should be free from bias. The Task Order Contracting Officer should ensure all evaluators have no conflicts of interest or preconceived outcomes. Documentation should have clear ties back to the evaluation criteria provided in the TOR.

Technical support to assist in the evaluation procedure must be provided by the local garrison/customer. Technical evaluators must be capable of providing knowledge and expertise required to accurately determine adequacy of the proposals. Technical evaluation shall be conducted of each task order response to the terms of the TOR, and shall not be a comparison between contractor responses or to the IGE. The technical evaluators shall not “normalize” the contractor’s response to the IGE, but rather should consider the merits of each response as compared to the evaluation criteria and basis of award stated in the TOR.

Evaluation of price should typically be based upon competition. In-depth price analysis or cost evaluations are not typically required. The labor rates included in the CSBS contracts were evaluated in conjunction with the evaluation supporting the basic contract award decision. As such, an analysis of the composition of the labor rates is not required. To support a fair and reasonable price/cost finding, the price analysis should include feedback from the technical evaluators that the skills mix and level of effort proposed appropriately represents the contractor’s proposed approach and is adequate to successfully satisfy the task order requirements. The Task Order Contracting Officer should evaluate the proposed price (and should include such in the evaluation criteria) to ensure it is balanced and is presented in accordance with pricing instructions. When cost-type arrangements are contemplated, the Task Order Contracting Officer should check with the contractor’s cognizant DCAA auditor to ensure there are no cost-related findings that may impact the contractor’s ability to be awarded a cost-type task order.

The Task Order Contracting Officer should control all communications with contractors. As stated above, a competitive range decision is not required prior to conducting communications, nor must the Contracting Officer conduct communications with each contractor. Upon determination of the apparent task order awardee, the Contracting Officer may conduct negotiations to finalize task order terms, conditions and price/cost.

The Task Order Award Decision should be well documented and provide the reader with a clear picture as to how the Contracting Officer arrived at the decision to select the contractor for award. After the Contracting Officer has documented the Task Order Award Decision, the decision must be coordinated with the ACASR PARC.

The following documentation shall be submitted with the request for task order review and approval:

- TOR or other method of soliciting the requirements
- Task Order Decision Document
- Local legal counsel review
- Draft Task Order

To further expedite the process, it is strongly encouraged that the review and assistance of the PARC CSBS Project Officer be requested during the initial task order development. This will afford additional time for task order familiarization and coordination.

Although protests under FAR Subpart 33.1 are not authorized in connection with the issuance or proposed issuance of an order under a task order contract, protests are entertained if the order increases the scope of the basic contract, the period or maximum value of the basic contract.

J. DEBRIEFINGS/FEEDBACK: Although the Contracting Officer is not required under FAR Part 16.505 to provide debriefings for task orders, the ACASR is encouraging and recommending that feedback be given to contractors that provide information regarding the strengths and weaknesses of the contractor's response. During the feedback session, the Government should discuss what was required and expected of the contractor and how or why the contractor did not provide what was requested. The feedback shall not include point-by-point comparisons of the contractor's proposal with those of other contractors. The feedback session is provided only as a courtesy to our CSBS contractors to assist the contractors in preparing future proposals. The feedback may be provided orally, in writing or by any other method deemed appropriate to the Task Order Contracting Officer.

K. CONTRACT SERVICES/CONTRACTOR MANPOWER REPORTING: The Contract Manpower Reporting (CMR) requirement was implemented by the Assistant Secretary of the Army, Manpower and Reserve Affairs through memorandum dated March 8, 2005. The CSBS contract includes the required provisions. However, all task orders and delivery orders, regardless of dollar amount, must include a separate Contract Line Item Number for Contract Manpower Reporting in order to obtain better visibility of the contractor service workforce from contractors supporting the Army. The CMR was designed to collect and report data regarding labor costs associated with the contract workforce and the organizations and missions that contract for workforce support. The Contractor Manpower Reporting will ensure that the Army is getting full value from our contract workforce. Therefore, requiring activities shall add accounting for contract services to their requirement packages that are submitted to the Task Order Contracting Officer.

L. TASK ORDER OFFICIAL FILE: The official task order file will be maintained and administered at each Ordering Office.

CHAPTER 4

CREATING AND TRACKING TASK ORDERS IN PD2

A. HOW TO GET STARTED: It is very important that the PARC is able to track the CSBS task order awards and modifications electronically. Therefore, it is critical that the CSBS task order awards are entered into the PD2 system correctly. The CSBS ID/IQ multiple award master contracts have no Contract Line Item Numbers (CLINs). Each Ordering Office must determine and create their own CLIN structure at the task order level using one or all of the 12 task areas from the master contracts as required by the local garrison and a separate CLIN for contractor manpower reporting.

B. HOW TO CREATE A TASK ORDER IN PD2: When placing a task order against the CSBS contracts, you must create a standalone “C” Contract that will be treated as a task order. This document will be similar to an order issued on DD Form 1155. We recommend using Standard Form 26 as the award document for your CSBS Task Order. You must reference the master contract number for the contractor selected in your task order. If you choose to use Standard Form 26, please ensure that the contractor completes blocks 19A, 19B, and 19C to obtain the signature, title and date from the selected contractor.

The PARC will be able to identify task orders issued against the CSBS master contracts when you use a special contract number. Your special contract number must end with the last four digits beginning with “9000” for your first order and continuing consecutively with subsequent orders.

CSBS - INFORMATION FOR SETTING PIIN RANGE

Subject: Steps for setting PIIN Range in PD2 4.2 Incr1

Original Date: 03 Feb 2005

Applicability: Applicable to V4.2 Users With System Admin Capability

Background:

- ❑ **Installations using the CSBS contracts require a way to identify task orders issued against the CSBS master contracts versus task orders issued against other ID/IQ contracts. Setting a PIIN Range offers this capability and steps are outlined below.**

Users with System Administration Capability:

- ❑ **In PD2, click Utilities then click System Administration. Click PIIN Maint then click the DODAAN Maintenance Tab**

- From the drop down Dialogue Box, select your office DODAAC (W911SE is used in the example). Click Add Range, enter CSBS Range (for Range Description); enter 9000 (for Range Start); and enter 9999 (for Range end) then click OK. Using the step immediately above creates a range called Normal Range for all Task Orders that are not CSBS. *It is important to note that all Task Orders under the CSBS master contracts must end in the last four digits beginning with “9.”*

System Administration

Tasks

- PALT
- PIIN Maint**
- Prefs
- Proc Profile
- Reactivate
- Reports

Close

PIIN Reset | **DoDAAN Maintenance**

DoDAAN: **Add DoDAAN** **Delete DoDAAN** **Edit DoDAAN**

Associated Serial Ranges

Range Description:	Range Start:	Range End:
Normal Range	0001	8999
CSBS Range	9000	9999

Add Range **Delete Range** **Validate**

Associated Call/Order Ranges

Range Description:	Range Start:	Range End:

Add Range **Delete Range** **Validate**

OK **Cancel**

Questions regarding this chapter should be addressed to your local Systems Administrator.

CHAPTER 5

TASK ORDER MONITORING AND CONTRACT ADMINISTRATION

A. TASK ORDER REVIEW AND APPROVAL PROCEDURES: The ACASR PARC has established mandatory review and approval procedures for oversight of all task orders at or above \$5 million at installation task order level, and at or above \$10 million at the Regional Contracting Centers. Contracting Officers delegated the authority to place orders under the CSBS MATOC agree, as part of the delegation, to participate in these reviews, consider the guidance/information provided by the ACASR PARC staff, and not pursue release of the TOR or award of the Task Order until the ACASR PARC staff has provided authority for such.

Contracting Offices issuing task orders will follow the policies and ordering procedures in DFARS 216.505-70 and FAR 16.505. Additionally, as required by FAR 16.505(b)(5), a senior agency official has been designated by the PARC as the Task and Delivery Order Ombudsman to ensure that contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract.

Each Ordering Office is required to submit documents to the ACASR PARC Staff for review of task orders for the dollar thresholds stated above. The Ordering Offices shall assemble two separate review submissions. Submission one must be received by the PARC Staff prior to release of the TOR to the contractors. Submission two must be received by the PARC Staff at least five working days prior to the award of the task order. These submissions should be forwarded electronically to the PARC Staff's designated CSBS Project Officer listed in Chapter 5, Paragraph B.

Submission one shall include the following documents:

- Request for Task Order Response (TOR) (Attachment 2)
- Performance Work Statement (PWS)
- Independent Government Estimate (IGE)
- Local legal review
- Contract Administration Plan
- Quality Assurance Surveillance Plan (QASP)

Submission two shall include the following documents:

- Task Order Decision Document (Attachment 5)
- A copy of the draft Task Order
- Local legal review of the draft task order and the task order decision document

The PARC Office reserves the right to request any additional documents it deems necessary to accomplish the review. Additionally, upon request, the PARC Staff reserves the right to review documents in submission one regardless of dollar value. Once the required documents are received, the PARC Staff will review the documents and provide an approval or guidance for immediate correction of documents or other viable alternatives to include amending the current request to the Ordering Office within seven (7) working days. The PARC Staff will endeavor to expedite each review as much as possible so as not to delay the CSBS procurement process.

B. CSBS PROJECT OFFICER: The designated PARC Office Project Officer for CSBS is Ms. Pauline Pituk. Ms. Pituk may be reached at (404) 464-3199, DSN 367 or email Pauline.pituk@forscom.army.mil. The CSBS Project Officer is the lead Procurement Analyst responsible for PARC level review and coordination of CSBS task orders for approval. The CSBS Project Officer is also available to answer questions concerning planning and developing task orders, review and approval procedures, overall guidance and oversight, and general information regarding the CSBS master contracts. The CSBS Project Officer is not the Contracting Officer and has no authority to change the terms and conditions of the CSBS master contracts.

C. CONTRACT ADMINISTRATION OF MASTER CONTRACTS: ACA-SRCC-E is responsible for contract administration for the master CSBS contracts. In no event shall any understanding or agreement, contract modification, change order, or other matter in deviation from the terms and conditions of the contract between the contractor and a person other than the Contracting Officer be effective or binding upon the Government. All such actions must be formalized by proper contractual document executed by the Contracting Officer. The Contracting Officer for the master CSBS contract is Mr. Jesse R. Watkins. Mr. Watkins may be reached at (404) 464-0918 or email: watkinsj@forscom.army.mil. Notification of changes in the assigned Contracting Officer will be provided by official correspondence from the ACA-SRCC-E. All correspondence pertaining to the CSBS master contracts must be addressed to:

ACA Southern Region Contracting Center – East
Installation Support Division
1301 Anderson Way, SW
Fort McPherson, GA 30330-1096

All contract administration associated with individual task orders will be performed by the ordering office issuing the task order unless otherwise designated.

D. CONTRACTING OFFICER'S REPRESENTATIVE (COR): A Contracting Officer's Representative should be designated for each CSBS task order issued under the master contracts by the local Contracting Officer. The local garrison commander should nominate a government employee who is technically qualified and trained to become a COR and submit the nominee's name to the local Ordering Office for approval and designation. The COR designation letter will outline the duties and authority of the COR. Local CORs will ensure that the contractor's performance is properly documented and that required reports are provided to the local DOC for contract administration, monitoring purposes and for the official contract file.

E. PERFORMANCE ASSESSMENT REPORT (PAR): A Performance Assessment Report shall be completed for each task order issued under this contract that is expected to exceed \$1 million (see FAR 42.12). The preparation and completion of the PAR is the responsibility of the Contracting Officer at the local Ordering Office. The PAR will be entered into the Contractor Performance Assessment Reporting System (CPARS), located at <http://www.cpars.navy.mil/cparsmain.htm>. A PAR should also be completed for task orders over \$100,000 and less than \$1 million, and a copy forwarded to the Contracting Officer listed in Chapter 5, Paragraph C.

F. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP): A Quality Assurance Surveillance Plan will be tailored and developed for each task order to ensure the assessment of performance of critical contract elements. The QASP serves as the plan for surveillance of performance and identifies the performance indicators, standards, inspection methods and procedures to be used in monitoring performance. Additionally, the QASP shall include specified procedures for collecting service delivery data, methods of surveillance, thresholds for acceptable and unacceptable performance and sampling guides.

G. METRICS: Metrics shall be included and applied to all task orders performed. At the Task Order Level, (Ordering Offices and the Garrison) the contractor's performance measurement will include quality of service, cost effectiveness, timeliness of performance, business relations and customer satisfaction. Task Orders must be performed on schedule and at an acceptable level without subsequent modification 95% of the time. Cost type task orders will be completed within 3% of the negotiated cost. Competition must be monitored to ensure that contractors are getting a representative portion of the work. At Contract Level, (ACASR) the quality of service of 95% of the task orders will be satisfactorily completed without customer complaint or rework. The actual performance rating will be based on the COR reports, the Past Performance Information Management System (PPIMS) and other available information in relation to task order requirements and customer satisfaction. At Program Level, (IMCOM) the contractor must meet the timeliness factor; the contractor must be able to meet "boots on the ground success rate" when all factors are within the contractor's control on 95% of task orders.

An Annual Metrics Report shall be submitted as directed by the DASA P&P for review and approval. The PARC Staff is responsible for submission of the Annual Metrics Report.

H. QUARTERLY PROGRESS REPORTS: The Contractor shall provide quarterly progress reports to the PCO Contracting Officer indicated above at the end of each quarter during the life of the contract. The quarterly progress reports shall address all activity under the master ID/IQ contracts through the last day of the last month of each quarter. The quarterly progress report shall contain the following information:

1. A listing of ALL task orders issued for the preceding quarter to include:
 - a. Ordering office;
 - b. Task order number and date of issuance;
 - c. Location of performance and a brief description of work covered by task order;
 - d. Total amount ordered and obligated under each individual task order to include any modifications;
 - e. Performance period of each order including options; and
 - f. Type of task order issued (i.e., FFP, CPFF, T&M or Labor Hours).
2. Cumulative summary of total dollars ordered and obligated to date;
3. Cumulative summary of dollars ordered and obligated by task area

I. INVOICES AND PAYMENTS: Invoice instructions shall be stated on each Task Order issued by the local Ordering Office.

SAMPLE

TASK ORDER MINI ACQUISITION STRATEGY

Task Order Solicited under CSBS Multiple Award Task Order Contract (MATOC)

1. Short Name/Title of Requirement:

2. Brief Description of the Requirement:

a. **Summary of Requirements:** *(Scope and Objective of the requirement)*b. **Have all services to be performed been fully described in the PWS so the full cost or price for the performance of the work can be established when the order is placed.**
☐ Yes ☐ No *(if no, why not)*
c. **Period of Performance Contemplated:** *(include options periods, if applicable)*

Phase-In Period:

Base Period:

1st Option Period:2nd Option Period:3rd Option Period:4th Option Period:

Phase-Out Period:

d. **Independent Government Estimate:**

Item	Base Period	1st Option Period	2nd Option Period	3rd Option Period	4th Option Period	Total
Labor						\$ -
ODCs						\$ -
Travel						\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Basis of estimate: *(discuss how the IGE was developed, who developed it, what information was considered, what assumptions were included, discuss the composition of the ODCs, if included)*

If ODCs are included, are the ODCs clearly defined in terms of the nature of the ODCs and any limitations that may be placed on ODCs?

☐ Yes ☐ No (if no, why not)

Are the ODCs incidental to the performance of this task order?

☐ Yes ☐ No (if no, why not)

Are facilities included in the ODCs? ☐ Yes ☐ No

Will the Government directly reimburse the contractor for lease of the facilities? ☐ Yes ☐ No

Is IT included in the ODCs? ☐ Yes ☐ No

- **How will the IT be used?**
- **Who will retain property control?**

e. Funding:

- **Funding Source:** (Who will provide funding?)
- **Funding Type:** (What type of funding will be provided?)
 - ☐ Operations and Maintenance (Army)
 - ☐ Other _____
- **Funding Stream:** (Will each contract period be fully funded-if not, what is the contemplated funding stream?)
- **Available Funding:** (Is funding currently available – how much and what fiscal year?)

3. Which Task Area represents the preponderance of services required?

- | | |
|--------------------------|--|
| <input type="checkbox"/> | Task 1: Plans |
| <input type="checkbox"/> | Task 2: Training |
| <input type="checkbox"/> | Task 3: Mobilization |
| <input type="checkbox"/> | Task 4: Security |
| <input type="checkbox"/> | Task 5: Human Resources |
| <input type="checkbox"/> | Task 6: Finance |
| <input type="checkbox"/> | Task 7: Material Management and Supply |

- ☐ Task 8: Services
- ☐ Task 9: Movements
- ☐ Task 10: Equipment Readiness and Maintenance
- ☐ Task 11: Billeting and Facilities
- ☐ Task 12: Information Management

4. **Is this a new requirement?** ☐ Yes ☐ No

If no, list the preceding order/contract number _____.

Was this requirement solicited and awarded under CSBS? ☐ Yes ☐ No

5. **Is the requirement presented in performance-based terms? (See FAR 37.601)**

a. **Performance Work Statement is presented in performance-based terms**

☐ Yes ☐ No (if no, has approval been obtained? see DFARS 237.170-2)

b. **Does the PWS have a Performance Requirements Summary?**

☐ Yes ☐ No – state reason why a PRS is not provided (e.g., cost type task order, non-performance-based requirement approved, etc)

Are the standards measurable? ☐ Yes ☐ No – include statement why they are not

Does the PRS specify procedures for reductions to the price of a fixed-price task order when services are not performed or do not meet contract?

☐ Yes ☐ No – include statement why not

Does the PRS include performance incentives where appropriate?

☐ Yes ☐ No – include statement why not

c. **Has a QASP been developed?**

☐ Yes ☐ No - include date when the QASP will be completed

d. **Will Government-Furnished Property be provided?** ☐ Yes ☐ No

If yes, have the requirements of FAR Part 45.3, DFARS 245.3 and Southern Region Implementation Memorandum (SRIM) 06-15 subject Divestiture of Government-Furnished

Equipment (GFE) with an Acquisition Cost of Less than \$5000 and Reporting Requirements complied with? ☐ **Yes – copy of D&F and approval attached**

6. **Contract/Task Order type:** (include rationale if other than FFP selected – include the barriers to FFP)

- ☐ Firm Fixed Price
- ☐ Fixed Price – Level of Effort
- ☐ Labor Hour
- ☐ Labor Hour with Reimbursable Travel
- ☐ Time and Materials
- ☐ Cost Plus Fixed Fee
- ☐ Cost Plus Award Fee, if CPAF, include as an attachment the AF Plan and AF Criteria
- ☐ Other/Hybrid _____

Rationale for other than Firm Fixed Price:

7. **Additional Clauses/Terms and Conditions - The following clauses/terms will be added at the Task Order level:**

- ☐ FAR 9.5, Organizational and Consultant Conflicts of Interest
- ☐ FAR 52.217-8 – Option to Extend Services
- ☐ FAR 52.217-9 – Option to Extend the Term of the Contract
 - within ____ days;
 - ... at least ____ days;
 - ... shall not exceed ____ months.
- ☐ FAR 52.232-7, Payments under Time-and-Material and Labor-Hour Contracts
 - ... (a)(2) withhold amount is _____
- ☐ FAR 52.232-18, Availability of Funds
- ☐ FAR 52.232-19, Availability of Funds for the Next Fiscal Year
 -beyond the end date of each performance period
- ☐ FAR 52.232-22, Limitation of Funds is applicable at the CLIN level
- ☐ FAR 52.232-28, Invitation to Propose Performance-Based Payments
- ☐ FAR 52.232-32, Performance-Based Payments
- ☐
- ☐
- ☐

8. **Bundling:** Do the requirements/acquisition approach meet the definition of “bundled contract?” (see FAR 2.101)

- ☐ Yes (see attached approvals) ☐ No

9. **Contract Consolidation:** Do the requirements/acquisition approach meet the definition of “contract consolidation?: (see DFARS 207.170)

☐ Yes (see attached approvals) ☐ No

10. **Fair Opportunity:**

- ☐ Fair Opportunity will be provided to all CSBS contractors
☐ Fair Opportunity will **not** be provided (see attached for justification)
- ☐ FAR 16.505(b)(2)(i) Urgency
☐ FAR 16.505(b)(2)(ii) One Source – Unique or highly specialized services required
☐ FAR 16.505(b)(2)(iii) Logical Follow-on
☐ FAR 16.505(b)(2)(iv) Satisfy Minimum Guarantee

11. **Personal vs. Non-Personal Service Determination:**

- ☐ Based on FAR 37.104(a) – the services are determined to be non-personal services
☐ Contractor personnel will NOT be supervised by government personnel

12. **Government In Nature Determination:**

- ☐ Based on FAR 37.104(a) – the services are determined to be non-personal services

13. **Contract Advisory and Assistance Services (CAAS):**

Do the services meet the definition of CAAS?

☐ Yes (see attached approvals) ☐ No

If CAAS, is the period of performance 5 years of less? (see FAR 16.505 (c)) ☐ Yes

14. **Services have been authorized:** (see Secretary of the Army memorandum, subject: Army Policy for Civilian Hiring and Initiation/Continuation of Contracts for Service Personnel – 23 Feb 2006) ☐ Yes – see attached approval

15. **Does the Service Contract Act apply per FAR 22.10?**

☐ Yes (Wage Determination No. _____ will be included in the TO) ☐ NO

16. **Organizational Conflict of Interest:**

Have OCI implications been clearly identified in the PWS ☐ Yes ☐ N/A

Has the requirement for submission of an OCI plan been included in the TOR?

☐ Yes

17. **Options:** Do you intend to include options?

☐ Yes (see attached D&F for inclusion of options) ☐ No

18. **Evaluation Plan:** *(Describe the evaluation approach and criteria)*

- **Basis of Award:**
- **Evaluation Criteria:**

The Contracting Officer will consider the evaluation information and determine which contractor the task order will be awarded to.

If an individual other than the Contracting Officer will determine the task order award, include rationale to support this decision.

19. **Certified Cost and Pricing Data:** The labor rates set forth in the CSBS contracts were evaluated as part of the evaluation for the basic contract award. As such, they were found to be fair and reasonable based upon adequate competition. Certified cost and pricing data should not be required, except for extreme situations.

Do you intend to obtain certified cost and pricing data:

☐ Yes ☐ No

If yes – include a statement that defines the reason why

20. **Contract Administration Approach:**

Contracting Officer Representative:

- **CORs have been nominated** ☐ Yes ☐ No

- **COR qualifications have been reviewed and determined to be appropriate for this acquisition** ☐ Yes ☐ No

Who will perform contractor surveillance?

Contracting Officer Representative:

- **CORs have been nominated** ☐ Yes ☐ No

- **COR qualifications have been reviewed and determined to be appropriate for this acquisition** ☐ Yes ☐ No

Who will perform task order administration?

20. Within Scope Determination: The nature of the requirements of this task order have been reviewed and are determined by the Contracting Officer listed below to be within the scope, ordering period, contract ceiling (maximum value) and terms and conditions of the CSBS MATOC.

20. Task Order Acquisition Strategy Prepared By:

Contract Specialist Date

21. Reviews and Approvals:

Contracting Officer Date

Legal Counsel Date

Date

Request for Task Order Response (TOR) Template

TOR Number: _____
(Revision No. _____)

Date of Issue: _____

Description of Services: *Enter title of the task order*

Location of Services: *Enter the primary place of performance – if multiple locations indicate See Task Order PWS*

Closing Date/Time: *Enter the date/time for receipt of responses to this TOR*

Dear CSBS Partner:

This is a Request for Task Order Response (TOR) for services to be provided under the CONUS Support Base Services (CSBS) IDIQ.

Your response must be in full compliance with the instructions in this TOR and your basic contract. The response (to include price/cost) shall be valid for sixty (60) calendar days. Please ensure that you have read the attached documents, and then submit your response by the date and time indicated above. In addition to this letter, this TOR includes the following attachments and exhibits:

- ☐ Attachment 1 - Additional Terms and Conditions of this Task Order, with
 - ☐ Exhibits for Organizational Conflicts of Interest (1-A)
- ☐ Attachment 2 - Instructions for submitting your response (2-A), Proposed CLIN Structure (2-B), Basis for Award and Evaluation Criteria (2-C)
- ☐ Attachment 3 – Pricing Schedule

☐ Attachment 4 – Performance Work Statement

☐ Attachment 5 – Service Contract Act information

☐ Wage Determination Number _____
(Incorporated by ☒ Reference ☐ Attachment)

Task Order Type: The Government contemplates award of the following task order type:

- ☐ Firm Fixed Price
☐ Labor Hour
☐ Labor Hour with Reimbursable Travel
☐ Time and Materials
☐ Cost-Plus-Fixed Fee
☐ Cost-Plus-Award Fee
☐ Other Arrangement: _____

Period of Performance:

Phase In Period	
Base Period	
Option Period One	
Option Period Two	
Option Period Three	
Option Period Four	

Responses may be delivered by mail, special delivery, in person, or electronically (e-mail only). E-mail responses are preferred. Electronic submissions are subject to the following constraints:

- **E-mail file may not be larger than 10 Mega Byte (MG) (applicable to e-mail submission only).**
- **Government security systems will delete e-mail enclosures or attachments with the following extensions; ensure that your response contains none of the following:**
.ace *.ad* *.asp* *.bas* *.bat* *.b64* *.bix* *.bin* *.ceo* *.ce0* *.chm* *.cmd*
.com *.cpl* *.crt* *.dbx* *.dll* *.dot* *.e x e* *.eml* *.exe* *.hlp* *.hqx* *.hta*
.htm *.inf* *.ins* *.isp* *.js* *.lnk* *.mdb* *.mde* *.mp3* *.mim* *.mpe* *.mpg*
.msc *.msi* *.msp* *.mst* *.nch* *.ocx* *.pcd* *.pi* *.rar* *.reg* *.scr* *.sct*
.shb *.shs* *.url* *.uu* *.uue* *.v b s* *.vb* *.vs* *.wab* *.wma* *.wmi* *.wmv*
.wsb *.wsc* *.wsf* *.wsh* *.xxe* *.zip*
- **Quoters are responsible for submitting responses to reach the Government office designated below by the time specified in this TOR.**
- **Any response received after the date/time specified for receipt of offers is “late.”**

It is the responsibility of the quoter/offeror to ensure that its response is received in a timely manner. Return response to the following:

Directorate of Contracting

Attn: {Insert Name}

Building {Insert Number, Mailstop, Room Number}

{Insert Number and Street}

{Insert City, State, Zip Code}

Email –

Phone –

Fax Number

Questions regarding this TOR should be directed to _____.

Sincerely,

Contracting Officer

Attachment 1/TOR - Additional Terms and Conditions

In addition to the clauses in the CSBS contract, the following apply to this order:

- ☐ **FAR 9.5, Organizational and Consultant Conflicts of Interest**
- ☐ **FAR 52.217-8 – Option to Extend Services**
- ☐ **FAR 52.217-9 – Option to Extend the Term of the Contract**
 - within [] days;
 - ... at least [] days;
 - ... shall not exceed [] months.
- ☐ **FAR 52.232-7, Payments under Time-and-Material and Labor-Hour Contracts**
 - ... (a)(2) withhold amount is [] which will be withheld ☐ annually; ☐ on each invoice until the total amount of [] is withheld; or ☐ other - [].
- ☐ **FAR 52.232-18, Availability of Funds**
- ☐ **FAR 52.232-19, Availability of Funds for the Next Fiscal Year**
 -beyond 30 September of each fiscal year included in the period of performance
- ☐ **FAR 52.232-22, Limitation of Funds is applicable at the CLIN level**
- ☐ **FAR 52.232-28, Invitation to Propose Performance-Based Payments –**
quoters are invited to propose a payment schedule with their response. This
schedule will be formalized and included in the resulting task order.
- ☐ **FAR 52.232-32, Performance-Based Payments**
- ☐ **DFARS 252.232-7004, DoD Progress Payment Rates**
- ☐ **FAR 52.237-1, Site Visit**
- ☐ **FAR 52.246-4, Inspection of Services – Fixed Price**
- ☐ **FAR 52.246-6, Inspection – Time and Materials and Labor-Hour**
- ☐ **DFARS 252.232-7007, Limitation of Government’s Obligation**

(a) Contract line item(s) *_through_*are incrementally funded. For these item(s), the sum of \$*_of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government’s convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled “Termination for Convenience of the Government.” As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract	\$ *
(month) (day), (year)	\$ *
(month) (day), (year)	\$ *
(month) (day), (year)	\$ *

(End of clause)

ALTERNATE I (MAY 2006).

If only one line item will be incrementally funded, substitute the following paragraph (a) for paragraph (a) of the basic clause:

(a) Contract line item ____*____ is incrementally funded. The sum of \$* is presently available for payment and allotted to this contract. An allotment schedule is contained in paragraph (j) of this clause.

*** To be inserted after negotiation.**

☐ Support Requirements for Mobilization, Demobilization and GWOT: *(for use when pricing support on an hourly basis and specific support requirements are unknown; e.g., labor hour or time and materials)*

The PWS provides for support for mobilization, demobilization and GWOT. As such, support requirements will likely fluctuate over the period of the task order. Quoters shall base their proposal on the workload data and/or required levels of support as provided with the PWS. The contractor will be notified (typically 30 days prior to support requirements) of specific support requirements (schedule, level of support, type of support) as they occur. Funding to support requirements will typically be event-driven. Once the requirements are provided, the contractor will be required to provide a Rough Order of Magnitude (ROM) for the defined support and indicate any support concerns for consideration by the Task Order Contracting Officer. Support shall be provided within the billable labor rates included in the task order award.

☐ Fluctuation in Support Requirements: *(for use when pricing support on an hourly basis; e.g., labor hour or time and materials)*

The requirements of this Task Order may fluctuate over the life of the task order. Quoters shall base their proposal on the workload data provided with the PWS. The Government reserve the right to satisfy support requirements under this task order that vary up to 25% more than the workload data and estimated quantities set forth in the price schedule represent. Support shall be provided within the billable labor rates included in the task order award. A separate task order modification will be executed to increase the estimated quantity. Increases in support requirements of up to 125% of the quantities set forth in the pricing schedule are considered to be within the scope of this task order.

☐ Variation in Estimated Quantity: *(for use when pricing support on a unit price basis; e.g., up armoring of vehicles)*

The quantities included in the price schedule are based upon predicted requirements. The Government reserves the right to satisfy support requirements under this task order that vary up to 25% more than the estimated quantities set forth in the price schedule represent. Support shall be provided at the unit prices included in the task order award. A separate task order modification will be executed to increase the estimated quantity. Increases in support requirements of up to 125% of the quantities set forth in the pricing schedule are considered to be within the scope of this task order.

Include other clauses as required by the nature of the task order

Attachment 2/TOR

2-A Instructions For Submitting Your Response

- a. When submitting your response for consideration, please ensure that all of the following items are submitted. Failure to do so could result in your response being rejected. Responses shall be presented in a manner that clearly addresses the requirements of the Performance Work Statement for this Task Order and the Performance Requirements Summary. Responses that are overly verbose or include marketing material may distract from the evaluators ability to ascertain compliance with the TOR.
1. Sample Pricing instructions: *tailor per the requirements of each task order*
 - a. The hours set forth in Attachment 3 – Pricing Schedule, represents the maximum estimated requirements for the task order period stated. The Task Order award will be for the maximum hours stated in the Pricing Schedule which will represent the total estimated price and ceiling price for this requirement. Funding will be provided on an incremental basis commensurate with the actual services required.
 - b. For the purposes of price evaluation, the quoters shall include a composite rate that shall be applied to the estimated hours under each CLIN to establish the total estimated price for each labor CLIN. This composite rate shall be developed by the quoter considering the types of labor that may be required under each respective Task Area. The quoter shall provide pricing detail to describe the methodology and rates used to develop the composite rate(s).
 - c. The quoter shall provide a pricing matrix that sets forth the labor categories and rates (per task order period of performance) that may be required to support the Task Areas set forth herein. The labor categories and rates proposed for this Task Order shall be within those included in the Pricing Matrix set forth in the quoter's CSBS contract. This pricing matrix will be incorporated into the resultant task order and shall represent the labor categories and maximum labor rates that may be billed for services provided. The quoter shall provide pricing detail that includes a crosswalk between the labor categories proposed and the Task Areas the labor categories are proposed to support. The quoter shall also include pricing detail that demonstrates that the rates proposed are in compliance with the Wage Determination provided. See FAR 52.222-44, Fair Labor Standards Act and Service Contract Act – Price Adjustment for guidance regarding pricing of out-year labor rates.

2. The Materials and Travel CLINs represent “plug” values provided by the government to establish the “pool” from which actual costs, inclusive of all direct costs and indirect costs, may be reimbursed pursuant the terms of FAR 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts. The value provided by the Government includes only direct costs. Where a quoter’s accounting disclosure statement/accounting system permits the application of indirect rates (e.g., material handling, G & A, etc), the quoter shall apply the rate to the Government-provided value to create a total value for the Material or Travel CLIN. Materials and Travel reimbursements are non-fee/non-profit bearing reimbursements.
- b. In the event that travel is authorized in support of this task order, all travel charges shall be authorized in advance. Contractor travel charges will be invoiced in accordance with the current volume of the Government Joint Travel Regulations (JTR). Fee/profit on travel is not allowed.
- c. The length of the response is limited as identified below. Information submitted beyond limitations will not be evaluated and could be cause for rejection of the response.

<u>TOR Section</u>	<u>Page Limitation</u>	<u>Comments</u>
<input type="checkbox"/> Technical Response	25 pages including the following sections:	
<input type="checkbox"/> Staffing Plan	5 pages, including staffing allocation table	
	and qualifications statements	
<input type="checkbox"/> Surge Plan	5 pages	
<input type="checkbox"/> Equipment/Material Plan	5 pages	
<input type="checkbox"/> Relevant past experience	2 pages	
<input type="checkbox"/> Management Response	10 pages including the following sections:	
<input type="checkbox"/> QC Approach	5 pages	
<input type="checkbox"/> Risk Identification/Risk Mitigation Plan	2 pages	
<input type="checkbox"/> Past Performance Information	2 pages	
<input type="checkbox"/> Price/Cost Response	10 pages, including crosswalk to Pricing Matrix	
<input type="checkbox"/> Other - _____		

- d. Wage Determination Revision applies to this task order. Please review the Department of Labor (DOL) memorandum, dated 19 May 2006 (which can be found at www.wdol.gov/aam/AAM202.pdf) to ensure compliance with the new health and welfare fringe benefit rates for both the “low” and “high” benefit levels. All proposals to this Task Order must reflect the updated fringe benefit rates.

e. Your response shall include the following information: The Government

- ☐ **Technical Response:** Provide your technical approach to satisfying the requirements of the PWS. Discuss the unique aspects of the requirement (to include specific sections of the PWS), as applicable, and your approach to satisfying these requirements. Define the risks inherent in the requirement and/or your technical approach, as well as your risk mitigation plan.
- ☐ **Staffing Plan:** Resumes are not desired or required. Provide your plan to acquire and retain qualified personnel throughout the life of the task order. List personnel proposed by the sections of the PWS; include the labor categories and level-of-effort proposed per labor category for each of the PWS section. Include the qualification requirements you will impose for each position proposed and discuss how the personnel proposed satisfy these qualification requirements. In the event that cross-training/cross-utilization of personnel is proposed, discuss your approach to include how the qualification requirements of each of the positions included in the plan will be satisfied and how you plan to backfill positions identified for cross-training/cross-utilization. Discuss how the personnel proposed satisfy specific qualifications (to include security clearances) required by the PWS. Discuss the availability of the key personnel proposed.
- ☐ **Surge Plan:** The requirements identified in the PWS may surge (upward and downward) over the life of the task order. Provide your plan to address surge (upward and downward) requirements.
- ☐ **Equipment/Material Plan:** The Government will provide only the equipment/material stated in the PWS. Discuss your approach to provide additional equipment/material you deem necessary to satisfy this requirement. In the event that additional costs are required to fulfill equipment/material requirements, discuss in the cost/price section of your response. In the event that you desire to acquire the 'excess' property listed in the PWS (if offered by the Government), discuss your acquisition plan and utilization plan in this section and the price/cost section.
- ☐ **Relevant past experience:** Discuss your experience (and that of your proposed subcontractor(s), as applicable) that you believe will enable you to satisfy the requirements of the PWS. Specifically discuss why you deem the experience to be relevant and of value to this requirement. Relevant experience of

proposed personnel should be discussed under your staffing plan section. Discuss specific lessons learned or best practices developed that are relevant to this requirement.

- ☐ **Management Response:** Provide your management approach to satisfying the requirements of the PWS. In the event that subcontractors are proposed, discuss your communications and internal controls plan that will ensure successful satisfaction of the requirements. Discuss how you will update the Government and bring matters to the attention of the Government. Discuss your performance, schedule and cost/price control plans. Discuss how your ISO 9000 certification will be employed to satisfy the requirements of this task order. Discuss the need for you and your approach to adding team members at the task order level to satisfy the unique requirements of this task order (as applicable).
- ☐ **QC Approach:** Discuss your specific plan to ensure the acceptable quality levels set forth in the Performance Requirements Summary and award fee plan (as applicable) are satisfied. Discuss the QC organization and objectivity of the QC organization to identify quality issues.
- ☐ **Risk Identification/Risk Mitigation Plan:** Identify risks you deem inherent to this task order and/or your approach. Present your risk mitigation plan and your confidence in your risk mitigation approach(es).
- ☐ **Price/Cost Response:** The Government anticipates that adequate competition will facilitate the conduct of price analysis. As such, additional pricing information is requested as follows:
 - ☐ Complete the proposed CLIN structure/schedule provided herein.
 - ☐ Provide fixed indirect rates that are applicable to the Travel, ODC and/or Material CLINs. Explain the basis for the rate(s) proposed. For purposes of this task order, fee is not allowable on travel.
 - ☐ Provide your basis of estimate for the labor rates proposed (e.g., Wage Determination, locality index, build-up from floor rates, etc) for both Service Contract Act (SCA) exempt and SCA non-exempt positions. The quoter certifies that, by virtue of the submission of his price response, the labor rates proposed satisfies the requirement to pay no less than the minimum monetary wages and furnish the fringe benefits in accordance with the prevailing wage determination and/or collective bargaining agreement. See in this respect FAR 52.222-41, 52.222-43, and 52.222-44.

- ☐ Include a cross walk between the labor categories/rates proposed under this task order and the floor and ceiling rates provided in your CSBS contract. (See Exhibit 1 to this TOR)
- ☐ Provide your basis of estimate for material/travel proposed (unless the material and travel is included by the
- ☐ Provide your pass-through methodology and limitations in the event that major portions of the requirement are proposed to be satisfied by subcontractors. Discuss the basis for the pass through factor and conditions where the factor would be adjusted.
- ☐ Discuss the need and your approach to add additional team member(s) to satisfy the unique requirements of this task order. Demonstrate how the rates for personnel for the additional team member(s) fall within your pricing matrix.
- ☐ For cost-plus-fixed fee or cost-plus-award fee arrangements, include your proposed fee and the methodology for the fee proposed. (See FAR 15.404-4(c) (4) regarding fee limitations.
- ☐ In the event this is a time and materials or labor-hour task order type, develop a composite rate that will be used to establish the ceiling for each labor CLIN. The composite rate may be developed by any means you consider reflective of your technical approach (e.g., weighted average, straight average, other). Discuss the basis for the methodology used to develop the composite rate. Discuss the rationale for changes in the composite rate for each period of performance.
- ☐ In the event this is a time and materials or labor-hour task order type, include a table of ‘billable’ labor rates for each labor category proposed, for each period of performance listed in the task order. This listing will be fixed for the life of the task order and will represent the maximum rates that may be billed and reimbursed.
- ☐ In the event this is a time and materials
- ☐ Other - _____

2-B Proposed CLIN Structure *tailor per the requirements of each task order*

For each Task Order period include the following CLINs:

LABOR ____ Months \$____ \$____

(for use with fixed price task orders when payment will be made on a monthly basis)

LABOR 5000 Hours \$_____ \$_____

(for use with labor hour and T&M arrangements where the government instructs the quoter to provide a composite rate to establish the CLIN and task order ceiling)

LABOR 1 LOT \$_____

Fixed Fee \$_____

Base Fee \$_____

Award Fee \$_____

(for use on cost-type arrangements – use only the fee lines applicable)

Travel 1 LOT \$ 5,000 \$ 5,000

Fixed Indirect rate _____ %

Materials 1 LOT \$10,000 \$10,000

Fixed Indirect rate _____ %

Total \$_____

Services per the TOR & PWS _____ Months \$_____ \$_____

(for use on firm fixed price task orders when payment will be made on a monthly basis)

The values for travel and materials set forth above are annual values and will establish the ‘pools’ for travel and materials (inclusive of the quoter’s proposed indirect costs) from which actual charges will be drawn from. The quoter shall include the hours/labor price proposed based upon the workload date provided in the PWS. *Tailor each task order as required*

2-C Basis for Award and Evaluation Criteria

The proposal evaluation and discussion procedures in Federal Acquisition Regulation (FAR) Part 15, Contracting by Negotiation, does not apply to this acquisition. Source selection will be conducted in accordance with FAR Part 16, and supplements thereto. We will not establish a competitive range; conduct "discussions" with all responders within a competitive range, or request final proposal revisions ("best and final offers") from responders. After we have received responses, we may request additional oral or written information from one or more responders, but not necessarily from all responders. The Government may conduct discussions with only the highest rated offeror(s), and/or may conduct discussions with only the highest rated offeror as necessary to finalize information/price/cost prior to making an award.

- ☐ The Government will employ a Lowest Price Technically Acceptable (LPTA) evaluation method for this requirement. The Government will award a single task order to the quoter whose response is technically acceptable and the lowest price.

The Government will evaluate the offeror's technical proposal to determine whether it satisfies the requirements of the PWS and is executable as proposed. A determination will be rendered as to whether the technical proposal is evaluated as Acceptable or Unacceptable as follows:

- **Acceptable.** Meets all specified minimum performance, capability, qualification, certification, education, and/or security requirements necessary for satisfactory order performance. Approach is sound and executable.
- **Unacceptable.** Does not meet one or more of the specified performance or capability requirements. One or more aspects of the proposal questions the executability of the approach(es) proposed.

The Government will evaluate the price proposed for each CLIN and the total estimated price proposed. The Government will evaluate the price for award purposes by adding the total price for all options to the total price for the base period, and comparing the total prices proposed for all of the responses found to be technically acceptable. Price will not be evaluated on those responses found to be Technically Unacceptable.

The Government will evaluate the composition (basis) of the proposed composite rates (when composite rates are proposed) to determine whether the composite rates are realistic and represent the services that may be required under each Task Area. Unrealistically low composite rates or unbalanced responses may be cause to reject the offeror's proposal.

- ☐ **The Government will employ a Best Value Trade-Off evaluation method for this requirement. (tailor to the requirement)**

Examples of Basis for Award/Evaluation Criteria

LOWEST PRICE TECHNICALLY ACCEPTABLE: This example represents a labor-hour arrangement for a requirement that required support to unpredictable GWOT efforts. A portion of the effort was static. The Government provided historical and anticipated workload, and provided the number of hours per task area (inclusive of surge support to contingency operations) to establish CLIN ceilings per 52.232-7. Contractors were instructed to establish a 'composite' rate for purposes of establishing the ceiling of each CLIN. Contractors were also required to provide a labor category/rate table for purposes of billing.

Subject to the provisions contained herein, the Government intends to award a single Task Order resulting from the TOR, to the contractor whose proposal will provide the lowest price, technically acceptable response to satisfy the requirements of this TOR and the PWS. Responses that fail to address all of the requirements set forth in the TOR and PWS will be rejected.

The Government will evaluate the contractor's technical proposal to determine whether it satisfies the requirements of the PWS and is executable as proposed. A determination will be rendered as to whether the technical proposal is evaluated as Technical Acceptable or Technically Unacceptable as follows?

a. Acceptable. Meets all specified minimum performance, capability, qualification, certification, education, and/or security requirements necessary for satisfactory order performance. Approach is sound and executable.

b. Unacceptable. Does not meet one or more of the specified performance or capability requirements. An aspect of the proposal questions the executability of the approach(es) proposed.

The Government will evaluate the price proposed for each CLIN, and the total estimated price proposed. The Government will evaluate the composition (basis) of the proposed composite rates to determine whether the composite rates are realistic and represent the services that may be required under each Task Area. Unrealistically low composite rates or unbalanced responses may be cause to reject the offeror's proposal. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the base period, and comparing the total prices proposed for all of the responses found to be technically acceptable. Price will not be evaluated on those response found to be Technically Unacceptable.

The Government intends to evaluate proposals and award a Task Order without discussions with offerors. Therefore, the offeror's initial proposal should contain its best terms from a technical and price standpoint. However, the Government reserves the right to make clarifications, request revised proposals, or hold discussions, if later determined by the Contacting Officer to be necessary. The Government may reject any or all offers if such actions are in the public interest and/or waive informalities and minor irregularities in the submitted offers.

Contracting Officer's Determination Template

Date of order:

Contract number and order number:

Brief description of ____ supplies, ____ services:

I determine that --

a. This task order describes the services to be performed, and it is within the scope of the contract.

b. This task order limits the performance period, and it is within the period of performance period allowed by the contract.

c. The full cost or price for this task order can be established, and it is within the maximum value of the contract.

Date

(Printed Name)

Contracting Officer

Notes:

a. This determination may be in D&F, Memorandum For Record, or any other reasonable format.

b. While not required for an order against a FSS, including such a determination in the task order file is recommended.

Task Order Decision Document Template

Task Order Decision Document (Template)

Date of order:

Contract number and order number:

Brief description of services:

Check as appropriate.

1. ___ Task order placed against a GSA Federal Supply Schedule (FSS) on a competitive or noncompetitive basis for services listed at a fixed price for the performance of a specific task (e.g., warranty). Skip to Section 6. Requesting discounts for orders greater than the maximum threshold does not require a POM or PNM in this case, but should be documented.

2. ___ Task order placed against a FSS for services priced at hourly rates. Award is subject to agreement on the work performed and negotiation of a fair and reasonable price. Skip to Section 6. Requesting discounts for orders greater than the maximum threshold does not require a POM or PNM in this case, but should be documented.

3. ___ Task order placed against a Multiple-Award Task Order Contract (MATOC) on a noncompetitive basis. Award is subject to agreement on the work performed and negotiation of a fair and reasonable price. Skip to Section 6.

4. ___ Task order against a FSS placed on a competitive basis, using a Request for Quote (RFQ). Contractors submitted ___ quotes, ___ experience, ___ past performance. Contracting officer considered ___ level of effort, ___ mix of labor, ___ experience, ___ past performance, in addition to price. Skip to Section 7. NOTE: This is a unilateral procedure, so the order is the offer and performance is the acceptance.

5. ___ Task order against a MATOC, placed on a competitive basis, using one of the following procedures (FAR 15.3 does not apply):

a. ___ Request for Quote (RFQ) or Fair Opportunity notice. Contractors submitted ___ quotes, ___ experience, ___ past performance. Contracting officer considered ___ level of effort, ___ mix of labor, ___ experience, ___ past performance, in

addition to price. Skip to Section 7. NOTE: This is a unilateral procedure, identical to the GSA procedure, so the order is the offer and performance is the acceptance.

b. ____ Fair Opportunity notice. Contractors submitted offers. Each offer was evaluated using best value, LPTA procedures. For each factor the proposal is acceptable, unacceptable, or susceptible to being made acceptable. There are no non-cost ranking factors.

Contractor	Factor 1	Factor 2	Factor 3	Price
A	acceptable	acceptable	susceptible	\$XX,XXX,XXX
B	acceptable	acceptable	acceptable	\$XX,XXX,XXX
C	unacceptable	susceptible	acceptable	\$XX,XXX,XXX
D	unacceptable	unacceptable	acceptable	\$XX,XXX,XXX

(1) With the exception of architect-engineer contracts, price or cost under each order shall be considered as one of the factors in the selection decision.

(2) Past performance information, including quality, timeliness, and cost control on earlier orders placed under the same MATOC, should be available to the contracting officer, and should be considered in the ordering process. NOTE: Per regulation, there should be no requests for contractor submission of additional past performance information.

(3) Only Contractor B, in the above table, is eligible for award. If the price is reasonable, award can be made without discussions.

(4) This is a bilateral procedure so the contractor's technical proposal can be incorporated into the contract.

c. ____ Fair Opportunity notice. Contractors submitted offers. Each offer was evaluated using best value, Tradeoff procedures. For each factor the proposal is unacceptable, susceptible to being made acceptable, acceptable, or better than acceptable. Other colors or adjectives can also be used. Past performance, however, should now be measured in risk. There should be at least one non-cost ranking factor in addition to past performance.

Contractor	Factor 1	Factor 2	Past Perf.	Price
A	acceptable	better	low risk	\$XX,XXX,XXX
B	acceptable	acceptable	low risk	\$XX,XXX,XXX
C	unacceptable	susceptible	low risk	\$XX,XXX,XXX
D	unacceptable	unacceptable	high risk	\$XX,XXX,XXX

(1) With the exception of architect-engineer contracts, price or cost under each order shall be considered as one of the factors in the selection decision.

(2) Past performance information, including quality, timeliness, and cost control on earlier orders placed under the same MATOC, should be considered in the ordering process. There shall be no requests for contractor submission of past performance information.

(3) Contractor A or B, in the above table, is eligible for award. If the contractor B price is lower than the contractor A price, then the contracting officer must decide if the additional merit is worth the additional price.

(4) This is a bilateral procedure so the contractors technical proposal can be incorporated into the contract.

(5) Selection of a higher priced proposal with greater technical merit must be documented in sufficient detail to support the decision.

6. Price/Cost of Order. (Check as appropriate)

a. The status of contractor systems (*e.g.*, purchasing, estimating, accounting, and compensation) ___ has, ___ has not changed since contract award. (Please explain the extent that any changes affected or were considered in the negotiation.)

b. ___ Certified cost or pricing data is required. The contracting officer relied on the submitted data (to what extent) and used it in negotiating the price. The certification by the successful contractor was executed (date) and is attached to this task order decision document.

c. ___ Certified cost or pricing data is waived. The waiver was approved by the HCA (date) and is attached to this task order decision document.

d. ___ Certified cost or pricing data is not required.
___ The threshold has not been exceeded.
___ Adequate price competition.
___ Prices set by law or regulation.
___ Commercial items.

The basis for the exception to certified cost or pricing data is as follows (see standards at FAR 15.403-1(c)(1-3)):

c. Cost analysis. If certified cost or pricing data is required, a cost analysis of that data is required. Cost proposals shall comply with Table 15-2 Instructions located immediately after FAR 15.408. Attach a spreadsheet, showing the IGE and the contractor's consolidated proposal by cost element. Analyze each major cost element, incorporating any field pricing support (FPS) recommendations, and develop the government's negotiation position. A DD 1547 Weighted Guidelines must be completed.

<u>Cost Element</u>	<u>IGE</u>	<u>Proposed</u>	<u>FPS</u>	<u>Objective</u>	<u>Negotiated</u>
Labor					
Job A	XXX	XXX	XXX	XXX	XXX
Job B	XXX	XXX	XXX	XXX	XXX
Job C	XXX	XXX	XXX	XXX	XXX
<u>Job D</u>	XXX	<u>XXX</u>	<u>XXX</u>	<u>XXX</u>	<u>XXX</u>
Subtotal	XXX	XXX	XXX	XXX	XXX
<u>Overhead</u>	<u>XXX</u>	<u>XXX</u>	<u>XXX</u>	XXX	XXX
Subtotal	XXX	XXX	XXX	XXX	XXX
Material	XXX	XXX	XXX	XXX	XXX
ODC	XXX	XXX	XXX	XXX	XXX
<u>G&A</u>	<u>XXX</u>	<u>XXX</u>	<u>XXX</u>	<u>XXX</u>	<u>XXX</u>
Subtotal	XXX	XXX	XXX	XXX	XXX
<u>Profit</u>	<u>XXX</u>	<u>XXX</u>	<u>XXX</u>	<u>XXX</u>	<u>XXX</u>
Total	XXX	XXX	XXX	XXX	XXX

d. Cost Realism Analysis. Though certified cost or pricing data is waived, or excepted, cost realism analysis is required if there is competition for a cost-reimbursable order. The requirement for cost information is at the discretion of the contracting officer. Attach a spreadsheet, showing the IGE and each contractor's cost information. Analyze each major cost element submitted, incorporating cost realism adjustments (CRA), and develop the government's most probable cost (MPC).

<u>Cost Element</u>	<u>IGE</u>	<u>Proposed</u>	<u>CRA</u>	<u>MPC</u>
Labor				
Job A	XXX	XXX	XXX	XXX
Job B	XXX	XXX	XXX	XXX
Job C	XXX	XXX	XXX	XXX
<u>Job D</u>	XXX	<u>XXX</u>	<u>XXX</u>	<u>XXX</u>
Subtotal	XXX	XXX	XXX	XXX
<u>Overhead</u>	<u>XXX</u>	<u>XXX</u>	<u>XXX</u>	XXX
Subtotal	XXX	XXX	XXX	XXX
Material	XXX	XXX	XXX	XXX
ODC	XXX	XXX	XXX	XXX
<u>G&A</u>	<u>XXX</u>	<u>XXX</u>	<u>XXX</u>	<u>XXX</u>
Subtotal	XXX	XXX	XXX	XXX
<u>Fee</u>	<u>XXX</u>	<u>XXX</u>	<u>XXX</u>	<u>XXX</u>
Total	XXX	XXX	XXX	XXX

NOTE 1: The analysis of each proposal may be shown on the spreadsheet for each contractor, with the results summarized on this document.

NOTE 2: Cost realism analysis may be performed on fixed price proposals, but there is no "most probable cost." The results of any analysis will appear under other factors (usually as "risk").

NOTE 3: If requested cost information is limited to loaded labor rates, then cost realism analysis may be restricted to those rates.

e. Price Analysis. **Attach a spreadsheet, listing the IGE and contractor proposals by CLIN. Check the items that apply.**

___ If Certified Cost or Pricing Data is required, price analysis verifies that the overall price offered is fair and reasonable.

___ If Certified Cost or Pricing Data is not required because of --

___ adequate price competition, then the proposed price is fair and reasonable based on adequate price competition.

___ prices set by law or regulation, then the proposed price is fair and reasonable based on comparison with published market prices of commodities.

___ acquisition of commercial items and services, or because the proposal does not exceed the threshold, then the proposed price is fair and reasonable based on:

___ Adequate price competition

___ Comparison of previously proposed prices and previous Government and commercial contract prices with current proposed prices for the same or similar items,

___ Comparison with competitive published price lists, published market prices of commodities, and so on.

___ Comparison with independent Government cost estimates.

___ Comparison with prices obtained through market research.

___ Analysis of pricing information provided by the offeror.

Document the source and type of data or information used to support the determination.

NOTE: Parametric estimating methods /application of rough yardsticks (such as dollars per pound or per horsepower, or other units) are normally used of to highlight significant inconsistencies that warrant additional pricing inquiry, not to determine reasonableness.

f. Discussions. **If discussions are necessary, the contracting officer shall document the pertinent issues to be discussed, the cost objectives and a profit or fee objective. Following discussions, the contracting officer shall document the principal elements of the negotiated agreement.** The Contracting Officer may adapt this decision document template as necessary.

7. Selection Decision

I have determined the _____ proposal represents the best value to the government. (Address the rationale for placement and price of the order.)

NOTES:

The selection of a higher priced proposal because of its greater technical merit [if tradeoff procedures are used], is considered a critical decision and must be documented in sufficient detail to justify the decision.

If award is made on a non-competitive basis, There must be a properly documented determination of price reasonableness.

Date

(Printed Name)

Contracting Officer

CSBS Prime Contractors

W911SE-05-D-0001

APT – Automation Precision Technology
4535 East Princess Anne Road
Norfolk, VA 23502
POC: Bob Felty
757-373-1308 DUNS 153386362
Fax: 757-499-3972
Email: bfelty@apt-llc.com

W911SE-05-D-0002

Logistics Solutions Group, Inc.
4102-A Oaklawn Blvd.
Hopewell, VA 23860
POC: Peggy Hughes
804-452-4403 DUNS 157960787
Fax: 804-452-4404
Email: peggyhughes@lsginc.net

W911SE-05-D-0004

Eagle Support Services Corporation
2705 Artie Street
Building 400, Suite 30
Huntsville, AL 35805
POC: Patrick Jenkins
770-632-0516 DUNS 957391451
Fax: 703-818-6546
Email: hauserb@eaglesupport.com

W911SE-05-D-0006

Omega Training Group, Inc
7201 Moon Road
Columbus, GA 31909
POC: Roger Hewitt
706-569-9100 DUNS 614683407
Fax: 706-569-7400
Email: hewittr@omegatraining.com
mostob@omegatraining.com

W911SE-05-D-0008
The Logistics Company
6200 Ramsey Street
Fayetteville, NC 28311
POC: Sandy White
910-482-8084, x 270 DUNS 966233231
Fax: 910-482-8083
Email: whites@tlc-inc.net
contracts@tlc-inc.net

W911SE-05-D-0009
Strategic Resources, Inc.
7927 Jones Branch Drive
McLean, VA 22102
POC: Rose McElrath-Slade
703-749-3040 DUNS 626987674
Fax: 703-749-3046
Email: rslade@sri-hq.com
csbs@sri-hq.com
dmuhammad@sri-hq.com

W911SE-05-D-0010
Eagle Systems and Services
6221 West Gore Blvd
Lawton, OK 73505
POC: Rhonda Clemmer
580-355-6023 DUNS 189154149
Fax: 580-355-5107
Email: rclemmer@esascorp.com
aspradlin@esascorp.com

Attachment 7



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
INSTALLATION MANAGEMENT AGENCY
2511 JEFFERSON DAVIS HIGHWAY
ARLINGTON, VA 22202-3926

SFIM-OP-M

NOV 19 2004

MEMORANDUM FOR SEE DISTRIBUTION

SUBJECT: Installation Management Agency CONUS Support Base Services Indefinite Delivery Indefinite Quantity Contract

1. PURPOSE: To provide HQs IMA, IMA Regions, and IMA garrisons information and policy concerning CONUS Support Base Services Indefinite Delivery Indefinite Quantity Contract initiatives.

2. APPLICABILITY: This policy applies to all CONUS IMA Regions and garrisons that provide support to current mobilization efforts.

3. POLICY:

a. IMA has partnered with the Army Contracting Agency to provide consolidated contractual instruments for use by IMA garrisons in support of the Global War on Terrorism. Army Contracting Agency and IMA agreed to a contract acquisition strategy that provides the continuous and consistent garrison augmentation support to mobilization required when current Garrison Support Units and other CONUS Support Base units are released from active duty. There will be two regional suites of Indefinite Delivery Indefinite Quantity task order contract awards that will cover all CONUS Support Base Services requirements. Task orders against the contract suite will begin to deliver services on or before January 2005. Use of these contract vehicles is mandatory for all CONUS IMA Power Projection Platforms and Power Support Platforms. The CONUS Support Base Services Contract will be used when short-term contract solutions expire. This is estimated to be January-February 2005.

b. Those garrisons not having Garrison Support Units but having similar requirements may issue task orders against the CONUS Support Base Services Contracts on an "as needed" basis. In these cases, Regions must approve use of these contracts.

4. PROCEDURES:

a. A Contracting Officer's Representative (COR) will be designated for each garrison CONUS Support Base Services Contract task order issued under this initiative. The local garrison commander must nominate the COR to the Directorate of Contracting for approval and written designation. The designation letter will outline the duties and

SFIM-OP-M

SUBJECT: Installation Management Agency CONUS Support Base Services Indefinite Delivery Indefinite Quantity Contract

authority of the COR. Local CORs will ensure contractor performance documentation and reports are provided to the appropriate Director of Contracting for monitoring purposes.

b. The Army Contracting Agency will provide the local contracting offices with specific task ordering and quality assurance surveillance instructions at the time the contracts are awarded.

c. The Indefinite Delivery Indefinite Quantity contracts will feature decentralized task order execution at the garrison level and centralized funding at IMA level.


d. Garrisons must obtain a contract extension from the local Directorate of Contracting for current short-term contract or contract modifications when a period of transition is required beyond the base award period. If a contract cannot be extended for a partial year, to cover transition until award of task order under the CONUS Support Base Contract, then the Region Director must approve a request for exception to this policy. The request must be coordinated with the local Director of Contracting and contain sufficient rationale and documentation to allow a fair evaluation of the request.

e. Additional exceptions to this policy may be requested to meet local mission requirements. The procedures for requesting an exception are the same as in paragraph 4d above.

f. Region Directors will provide a current listing of all exceptions reviewed during the fiscal quarter with resolution status delineated. The report is due to the IMA Headquarters Ops/Mob Branch NLT the 15th of the month following the end of the FY quarter.

g. OCONUS garrisons will continue to provide mobilization support through current means.

5. PROPONENT: The IMA Operations/Mobilization Branch is the proponent for this policy. The IMA POC for this action is Mr. Ernie Dumlao, DSN: 332-1524, Commercial: 703-602-1524, Email: hernani.dumlao@hqda.army.mil.


RONALD L. JOHNSON
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Director

